## **EXHIBIT 2**



December 24, 2004

Darlene A. Harris 1041 Funderburg Bend Road Pell City, AL 35128

Re: Loan Number 0896276949

Dear Borrower:

I am in receipt your undated Official Notice From Secured Party. Please be advised we reject this document and I am returning it to you. I am also returning the Notice Required by Federal Regulation that was mailed to you on December 6, 2004, so you may keep it for your records.

Please continue making your payments as required in the Note you executed with the Bank. If you discontinue making payments, your credit will be adversely affected. In addition, your property could be lost in foreclosure proceedings.

If you have any questions you may contact me or consult with your attorney.

Sincerely,

Denise McLaurin

Legal Claims Administrator

Assistant Vice President

**Enclosures** 

#### SECURITY AGREEMENT

### NON-NEGOTIABLE

This Security Agreement made and entered into this 23<sup>rd</sup> day of June 2004, by and between DARLENE ANNE CROFT HEREINAFTER "DEBTOR" SOCIAL SECURITY ACCOUNT NUMBER 370-54-0744 and Darlene Anne: Harris-El Secured Party. hereinafter "Secured: Party." The Parties, hereinafter "Parties," are identified as follows:

DEBTOR:

DARLENE ANNE CROFT P. O. BOX 32798 **DETROIT. MICHIGAN 48232** 

Secured: Party

Darlene Anne: Harris-El

P. O. Box 32798

Detroit, Michigan [48232]

NOW, THEREFORE, the Parties agree as follows:

#### **AGREEMENT**

In consideration of Secured Party providing certain accommodations to DEBTOR including, but not limited to Secured Party.

- 1. Constituting the source, origin, substance, and being, i.e. basis of "pre-existing claim" from which the existence of DEBTOR was derived and on the basis of which DEBTOR is able to function as a transmitting utility to conduct Commercial Activity as a conduit for the transmission of goods and services to Secured Party, and to interact, contact, and exchange goods, services, obligations, and flabilities with other DEBTORS, corporations, and artificial persons in Commerce:
- 2. Signing for accommodation for DEBTOR in all cases whatsoever wherein any signature of DEBTOR is required;
- 3. Issuing a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection:
- 4. Providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR; and
- 5. Constituting the source of the assets, via the sentient existence, exercise of faculties, and labor or Secured Party, that provide the valuable consideration sufficient to support any contract which DEBTOR may execute or to which DEBTOR may be regarded as bound by any person whatsoever.

DEBTOR hereby confirms that this Security Agreement is a duly executed, signed, and sealed Page 1 of 10 Secured Party: Private and non-negotiable between the parties Darione Anne: Harris-El

> Chuye X. Kalue CHERYL L. HALEY

Notary Public, Eaton County, MI My Comm. Expires Dec. 13, 2007 Nortene Unit Haves-El

private contract entered into knowingly, intentionally, and voluntarily by DEBTOR and Secured Party, wherein and whereby DEBTOR:

- 1. Voluntarily enters DEBTOR in the Commercial Registry;
- 2. Transfers and assigns to Secured Party a security interest in the Collateral described therein below: and
- Agrees to be, act, and function in law and commerce, as the unincorporated
  proprietary trademark of Secured Party for exclusive and discretionary use by
  Secured Party in any manner that Secured Party, by sovereign and unalienable right

### PUBLIC LAWFUL NOTICE

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

- The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTOR and Secured Party as registered herewith.
- This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of both DEBTOR and Secured Party.
- DEBTOR is the transmitting unit, and unincorporated, proprietary trademark of Secured Party, and all property of Debtor is the secured property of Secured Party.
- Any unauthorized use of DEBTOR in any manner that might influence, affect, pertain to,
  or be presumed to pertain to Secured Party in any manner is expressly prohibited without
  the written consent of Secured Party.

### FIDELITY BOND

Know all men by these presents, that DEBTOR, DARLENE ANNE CROFT establishes this bond in favor of Secured Party, Darlene Anne: Harris -EI the sum of present Collateral Values up to the penal sum of Sum of One Hundred Billion United States Dollars (\$100,000,000,000.00), for the payment of which bond, well and truly made, DEBTOR binds DEBTOR and DEBTOR'S heirs, executors, administrators, and third party assigns, jointly and severally, by these presents.

The condition of the above bond is: Secured Party Darlene Anne: Harris-El covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and Services in Commercial Activity to Secured Party, covenants to serve as a transmitting utility therefor and, as assurance of fidelity, grants to Secured Party a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTOR'S Surety Darlene Anne: Harris-El is released from liability" by the written order of the UNITED STATES, GOVERNMENT and provided that said Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to DEBTOR. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. In such event of notice of cancellation, DEBTOR, agrees to reissue the bond before the end

Page 2 of 10
Private and non-negotiable between the parties

Secured Party: Darlene Anne: Harris-El

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of said thirty- (30-) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties agree otherwise.

### INDEMNITY CLAUSE

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold Secured Party harmless from and against any and all Claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without, restriction, all legal costs, interests, penalties, and fines suffered or incurred by Secured Party, in accordance with Secured Party's personal guarantee with respect to any loan or: indebtedness of DEBTOR, including any amount DEBTOR might be deemed to owe to any creditor for any reason whatsoever.

Secured Party shall promptly advise DEBTOR of any Claim and provide DEBTOR with full Details of said Claim, including copy of my document, correspondence, suit, or action received by or served upon Secured Party. Secured Party shall fully cooperate with DEBTOR in any discussion, negotiation, or other proceeding relating to any Claim.

### **OBLIGATIONS SECURED**

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTOR to Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

### COLLATERAL

The collateral to which this Security Agreement pertains includes, but is not necessarily limited to all herein below described personal and real property of DEBTOR, now owned or hereafter acquired by DEBTOR, in which Secured Party holds all Interest. DEBTOR retains possession and use and rights of possession and use, of all collateral, and all proceeds, products, accounts, and fixtures, and the Orders therefrom, are released to DEBTOR.

Before any of the below-itemized property can be disbursed, exchanged, sold, tendered, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from DEBTOR'S possession, Dishonor Settlement Agreement Bill of Exchange #1955 held by Secured Party must be satisfied in full and acknowledgment of same completed.

- 1. All proceeds, products, accounts, and fixtures from crops mine head, wellhead, with transmitting utilities, etc;
- 2. All rents, wages, and income;
- 3. All land, mineral, water, and air rights;
- 4. All cottages, cabins, houses, and buildings;
- 5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual I fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;

FORM SA 070100

Page 3 of 10 Private and non-negotiable between the parties

Secured Party:

Daste AL M.

# CD014 2/2 2067 **REGIONS** SM MORTGAGE

You have 30 days from the date of this notice to dispute in writing any portion of the above amount declared to be in default, the loan status, or any balances due. All balances will be assumed correct unless we receive your written notice of dispute. If you notify Regions in writing within the 30 day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you. Your are further entitled within the 30-day period to request, in writing, and be provided the name and address of the original creditor. All written notices should be sent to the address below.

If you were a borrower of this loan prior to the filing of a Chapter 7 bankruptcy in which you received a discharge and if this loan was not reaffirmed in the bankruptcy case or if the lender received an order vacating the automatic stay in your bankruptcy case, the lender is exercising its rights as allowed under applicable law and is not attempting to collect, recover, or offset any discharged debt as your personal liability.

For further information, please contact the Regions Mortgage Collections Department at the address below or call toll free at (800)748-9498 between the hours of 8:30 a.m. and 8:00 p.m. Central Standard Time, Monday through Thursday, or between the hours of 8:30 a.m. and 6:00 p.m. Central Standard Time on Friday or between the hours of 8:30 a.m. and 1:00 p.m. Central Standard Time on Saturday.

CD016/019/CBW

August 13, 2005

## **AFFIDAVIT** NOTICE OF NON-RESPONSE

Be it known to all interested parties that there has not been any timely response to ADMISSIONS OF FULL DISCLOSURE OF LOAN (No.0896276949) from DENISE MCLAURIN, Legal Claims Administrator, Asst. Vice President of REGIONS BANK dated July 22, 2005. This request was received by registered mail -RR 430 260 416US on July 28, 2005. Respondent: DENISE MCLAURIN was asked for full disclosure of Loan with response to be mailed to:

P.O. Box 71 Pell City, Alabama [35125]

Selle , Notary Public, this 3 day of August

My Commission Expires J/6/2007

2005 47298 Recorded in the Above MORTGAGE Book & Page 08-17-2005 08:48:30 AM Wallace Wyatt Jr - Probate Judge St. Clair County, Alabama Book/Pa: 2005/47298

Term/Cashier: S RECORD1 / LeeD Tran: 3261.81060.122589 Recorded: 08-17-2005 08:48:50

CER Certification Fee 1.00 PJF Special Index Fee 5.50 REC Recording Fee 3.00 PRN Printer Fees 0.25 Total Fees: \$ 9.75

## FILED

NOTICE OF DISHONOR

NOV 1 5 2005

ST. CLAIR COUNTY

CLERK & REGISTER

9/21/2005
Denise McLaurin, d.b.a.
Legal Claims Administrator
Assistant Vice President
REGIONS BANK DBA REGIONS MORTGAGE,
SUCCESSOR BY MERGER TO UNION PLANTERS BANK, N.A.
C/O Goodman Ledyard, PIERCE LEDYARD, P.C. Attorneys for Mortga

P.O. Box 161389; Mobile, Alabama 36616

Dear Ms. McLaurin,

I received a request by affidavit for a protest pursuant to TRUTH IN LENDING, UCC §3-503, UCC §3-505, AFFIDAVIT ADMISSIONS OF FULL DISCLOSURE OF LOAN (# 0896276949), from Floyd Tyrone Harris and Darlene Anne Harris who, informed me that you dishonored their presentments consisting of the Aforementioned AFFIDAVIT ADMISSIONS, OFFER OF PERFORMANCE dated July 22, 2005, sent to you and received by your office by Registered Mail on July 28, 2005 at REGIONS MORTGAGE C/O P.O. Box 18001, Hattiesburg, Mississippi 39404-8001 and a second request for admissions of Full Disclosure of Loan (in dispute of the validity of Loan # 0 896276949) To: Goodman G. Ledyard of PIERCE LEDYARD, P.C. Attorneys for Mortgagee Post Office Box 161389, Mobile, Alabama 36616 received on August 25, 2005, as evidenced by U.S. Postal Service CERTIFICATE OF MAILING verifying contents of the package sent was in fact received.

In the event your dishonor through non-acceptance or non-performance was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this Notice.

You may respond to me, and I will forward your response to Mr. and Mrs. Harris. Your response is expected no later than ten (10) days from the postmark of this Notice of Dishonor.

Thank you for your prompt attention to this matter.

Sincerely,

Notary Public (name) Address:

2107 Martin 87. S. 84103

(Stamp)

(Seal)

My Commission Expires 5/6/2007

NOTICE OF PROTEST AND OPPORTUNITY TO CURE

DATE: 10 -01- 7005

Denise McLaurin, d.b.a.
Legal Claims Administrator
Assistant Vice President
c/o REGIONS BANK DBA REGIONS MORTGAGE,
SUCCESSOR BY MERGER TO UNION PLANTERS BANK, N.A.
C/O PIERCE LEDYARD PC

Dear Ms. McLaurin,

On 9/21/2005, I sent you a Notice of Dishonor regarding the presentments of AFFIDAVIT ADMISSIONS OF FULL DISCLOSURE OF LOAN (#0896276949), OFFER OF PERFORMANCE, AND NOTICE OF DEFAULT.

You failed to accept or perform after receiving these presentments from Floyd Tyrone Harris and Darlene Anne Harris, and you failed to accept or perform after receiving the same presentments from me.

You are now in default and have stipulated to the terms of Floyd Tyrone Harris and Darlene Anne Harris 9/21/2005 dated presentment through your dishonor. Your have the right to cure this default and perform according to said terms within the ten (10) days from the postmark of this Notice. Should you fail to cure the default, I will issue a CERTIFICATE OF DISHONOR pursuant to UCC §3-503 (b), and UCC §3-505 (a) (1), (2), (3) and (b)

Thank you for your prompt attention to this matter.

Sincerely,

Notary Public

207 Martin 87. 5. Ftc 103

Address of Notary

(Stamp)

(Seal)

My Commission Expires 5/6/2007

### **CERTIFICATE OF DISHONOR**

I, James Stabler, am the notary to whom all communications are to be mailed regarding the contract entitled CONDITIONAL ACCEPTANCE and Contract # 0896276949 in response to Public Account # 1041-1, herein "presentment."

Pursuant to Uniform Commercial Codes 3-505(b) and 1-202, Notice of Protest is hereby given with Certificate of Dishonor regarding the following.

On September 21, 2005, I sent a Notice of Dishonor of Floyd Tyrone Harris and Darlene Anne Harris' presentment to Respondent Denise McLaurin, d.b.a. Legal Claim Administrator, Assistant Vice President of REGIONS MORTGAGE, herein reserved to as Careful Respondent," at P.O. Box 18001, Hattiesburg, Mississippi 39404-8001, who was given 10 days to respond.

On October 1, 2005, Proof of Service shows a Notice of Protest and Opportunity to Cure was mailed to Respondent who was given 10 days to respond.

As of this date, no response had been delivered to me, the designated receiver. I interviewed The Harris', whose affidavit is attached to this Notarial Protest. Floyd Tyrone Harris has stated to me by affidavit that Petitioner has received no response to said Contract at any other mailing location. Based on the foregoing information, Respondent has dishonored Floyd Tyrone Harris and Darlene Anne Harris presentments by non-acceptance and/or non-performance and have therefore assented to the terms and conditions in said Contract.

(name of notary), Third Party Witness

St Clair county	) ss }	ACKNOWLEDGEMENT
As a Notal 20 hand and seal:	ary Public for said C	ounty and State, I do hereby certify that on this day of ned appeared before me and executed the foregoing. Witness my

My Commission Expires 5/6/2007

Alabama



# STATE OF ALABAMA

# OFFICE OF THE SECRETARY OF STATE

### **APOSTILLE**

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document James D Stabler

2. has been signed by

3. acting in the capacity of

Notary Public

James D Stabler

4. bears the seal/stamp of

State of Alabama

### **CERTIFIED**

Montgomery, Alabama

5. at

08TH day of February 2006

6. the

Secretary of State, State of Alabama

2006-0594

8. No.

7. by

9. Seal/Stamp



10. Signature:

Page Two Mr. Floyd T. Harris and Mrs. Darlene A. Harris August 19, 2005

- Upon your written request within the aforesaid 30-day period, we will furnish you the 5. name and address of the original creditor, if different from the current creditor.
- The undersigned is attempting to collect a debt, and any information obtained will 6. be used for that purpose.

You are hereby advised that attorneys' fees and costs in this matter continue accruing after the date of this letter.

Yours, very truly,

Goodman/G. Ledyard

For the Firm

GGL:vh Enclosure

Union Planters Bank, NA d/b/a Regions Mortgage cc:

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY			
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> </ul>	A. Signature  X			
Regions Montgage 215 Forrest St.	Darlene anne: Harris &			
Hattiesburg, MS	3. Service Type  Certified Mail			
39401-348 / 2. Article Number 2002 24				
(Transfer from service label)				
PS Form 3811, February 2004 Domestic Re	eturn Receipt , 102595-02-M-15			
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY			
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse	A. Signature  X  Agent  Addresser			
so that we can return the card to you.  Attach this card to the back of the mailpiece,	B. Received by (Printed Name) C. Date of Deliver			
or on the front if space permits.  1. Article Addressed to:	D. Is delivery address different from item 17  Ses			
REGIONS MORTGAGE	If YES, enter delivery address below: LI No			
215 FORREST ST.	Darlene anne Harris El			
Hattieshurg, Mississippi Fr. Carryford (39401 - 3487)	3. Service Type  Certified Mail Registered Return Receipt for Merchandise C.O.D.			
	4. Restricted Delivery? (Extra Fee)			
2. Article Number (Transfer from service label)				
PS Form 3811, February 2004 Domestic Ret	urn Receipt 102595-02-M-1540			
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<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> </ul>	A. Signarified  X  Agent  Addressee  B. Regcelfed by (Printed Name)  C. Date of Delivery			
Attach this card to the back of the mailpiece, or on the front if space permits.  Iticle Addressed to:	D. Is delivery address different from item 1? Pres			
REGIONS MORTGAGE	If YES, enter delivery address below:			
P.O. BOX 18001	Darline Upne: Harris El			
Inthies burg MS	3. Service Type  Certified Mail Express Mail Registered Return Receipt for Merchandise C.O.D.			
Atto Blocker	4. Restricted Delivery? (Extra Fee)			

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